

1 Michael L. Rodenbaugh (Cal. Bar No. 179059)
2 Jonathan Frost (Cal. Bar No. 273189)
3 RODENBAUGH LAW
4 548 Market Street – Box 55819
5 San Francisco, California 94104
6 Phone: (415) 738-8087
7 Email: mike@rodenbaugh.com

8 Attorneys for Plaintiff

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 NANOLABS, INC., a Delaware
12 corporation,

13 Plaintiff,

14 vs.

15 COINBASE GLOBAL, INC., a
16 Delaware corporation,

17 Defendant.
18

Case No. 3:23-cv-844

**PLAINTIFF’S ANSWER TO
COUNTERCLAIMS**

AND DEMAND FOR JURY TRIAL

19 Plaintiff NanoLabs, Inc. (“Plaintiff”), by and through its attorneys, files this
20 Answer to the Counterclaims filed on May 18, 2023, by Defendant Coinbase Global,
21 Inc., alleging as follows:

22 **PARTIES**

- 23 1. Admitted.
24 2. Admitted.

25 **JURISDICTION AND VENUE**

- 26 3. Admitted.
27 4. Admitted.
28

1 5. Admitted.

2 6. Admitted.

3 **FACTUAL BACKGROUND**

4 7. Plaintiff admits that Coinbase Derivatives Exchange facilitates the
5 trading of cryptocurrency futures contracts by market participants. Plaintiff lacks
6 sufficient knowledge or information to form a belief as to the remaining
7 allegations set forth in Paragraph 7 of the Counterclaims, and therefore denies
8 those allegations.

9 8. Plaintiff lacks sufficient knowledge or information to form a belief as
10 to the allegations set forth in Paragraph 8 of the Counterclaims, and therefore
11 denies those allegations.

12 9. Plaintiff admits that Coinbase uses infringing Nano-formative
13 trademarks, including without limitation the Nano Bitcoin and Nano Ether Marks,
14 and confusingly similar marks in association with cryptocurrency products and
15 services. Plaintiff lacks sufficient knowledge or information to form a belief as to
16 the remaining allegations set forth in Paragraph 9 of the Counterclaims, and
17 therefore denies those allegations.

18 10. Denied that Plaintiff's NANO digital currency is used only for
19 microtransactions. Otherwise admitted.

20 11. Plaintiff admits that it challenges Defendant's use of infringing Nano-
21 formative trademarks, including without limitation the Nano Bitcoin and Nano
22 Ether Marks, and confusingly similar marks, based upon Plaintiff's registered and
23 common law trademark rights. Plaintiff denies the remaining allegations of
24 Paragraph 11 of the Counterclaims.

25 12. Denied.

26 13. Admitted that the word "nano" has various meanings, including "one
27 billionth of a stated unit" and "extremely small" as set forth in Exhibit A to the
28 counterclaims, and elsewhere.

1 14. Denied that the word “nano” is commonly used in relation to
2 cryptocurrency products or services. Plaintiff lacks sufficient knowledge or
3 information to form a belief as to the remaining allegations set forth in Paragraph
4 14 of the Counterclaims, and therefore denies those allegations.

5 15. Denied.

6 16. Denied.

7 17. Denied.

8 18. Denied.

9 19. Denied.

10 20. Denied.

11 21. Denied.

12 22. Denied.

13 23. Denied.

14 24. Denied.

15 25. Admitted.

16 26. Admitted.

17 27. Denied there was no use in commerce as of January 4, 2018.

18 Otherwise admitted.

19 28. Denied that there was no use in commerce of Plaintiff’s NANO mark
20 prior to January 31, 2018, or that Plaintiff has admitted such. Otherwise admitted.

21 29. Admitted.

22 30. Denied that assignment of intent-to-use applications is prohibited
23 under the circumstances of the subject assignments.

24 31. Denied.

25 32. Denied.

26 **FIRST COUNTERCLAIM FOR RELIEF**

27 33. Plaintiff re-alleges each and every allegation set forth in Paragraphs 1
28 through 32, inclusive, and incorporates them as though fully set forth by this

1 reference herein.

2 34. Admitted that the word “nano” has various meanings, including “one
3 billionth of a stated unit” and “extremely small” as set forth in Exhibit A to the
4 counterclaims, and elsewhere.

5 35. Denied that the word “nano” is commonly used in relation to
6 cryptocurrency products or services. Plaintiff lacks sufficient knowledge or
7 information to form a belief as to the remaining allegations set forth in Paragraph
8 14 of the Counterclaims, and therefore denies those allegations.

9 36. Denied.

10 37. Admitted that NanoLabs was granted U.S. registration for NANO
11 (Reg. No. 6203002) to cover digital currency and payment transactions. Otherwise
12 denied.

13 38. Denied.

14 39. Admitted.

15 40. Admitted.

16 **SECOND COUNTERCLAIM FOR RELIEF**

17 41. Plaintiff re-alleges each and every allegation set forth in Paragraphs 1
18 through 40, inclusive, and incorporates them as though fully set forth by this
19 reference herein.

20 42. Admitted that on January 4, 2018, NanoLabs LLC assigned its three
21 intent-to-use applications (NANO, NANO COIN, and NANO CURRENCY) to
22 Mr. LeMahieu. Otherwise denied.

23 43. Denied.

24 44. Admitted that when Mr. LeMahieu assigned the trademark
25 registration for NANO, and the trademark applications for NANO COIN, NANO
26 CURRENCY, and NANO FOUNDATION to NanoLabs, Inc., Mr. LeMahieu had
27 yet to file Statement of Use for NANO COIN, NANO CURRENCY and NANO
28 FOUNDATION. Otherwise denied.

1 45. Denied.

2 46. Admitted that in an application under §1(b) of the Trademark Act, 15
3 U.S.C. §1051(b), the applicant cannot assign the application before the applicant
4 files an allegation of use (i.e., either an amendment to allege use under 15 U.S.C.
5 §1051(c) or a statement of use under 15 U.S.C. §1051(d)), except to a successor to
6 the applicant's business, or portion of the business to which the mark pertains, if
7 that business is ongoing and existing. Otherwise denied.

8 47. Denied.

9 48. Denied.

10 49. Admitted.

11 50. Denied.

12 **PRAYER FOR RELIEF**

13 Plaintiff denies the allegations in Paragraphs 1 through 6 in the "Prayer for
14 Relief" section of the Counterclaims. Plaintiff further denies that Coinbase is
15 entitled to any of the relief that it seeks through the Counterclaims.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial on all issues raised in the Counterclaims.

18 Dated: June 8, 2023

19
20 BY: /s/ Mike Rodenbaugh
21 Mike Rodenbaugh
22 RODENBAUGH LAW
23 548 Market Street – Box 55819
24 San Francisco, California 94104
25 Phone: (415) 738-8087
26 Email: mike@rodenbaugh.com
27
28